

STATE OF INDIANA            )  
                                  ) SS:  
COUNTY OF MARION        ) CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,

Plaintiff,

v.

MIA MOORE,  
also known as  
THERESA E. COFFEY.

Defendant.

4900103122-02347

FILED  
DEC 31 2003  
MARION COUNTY COURT

COMPLAINT FOR INJUNCTION. RESTITUTION.  
CIVIL PENALTIES. AND COSTS

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, civil penalties, costs, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. The Defendant, Mia Moore, also known as Theresa E. Coffey, ("Moore"), at all times relevant to this complaint, was an individual engaged in the sale of items via the Internet, with a principal place of business located in Marion County, Indiana.

## FACTS

3. At least since February 10,2003, the Defendant has offered items for sale via Internet auctions.

A. Allegations regarding Thomas Mitchell.

4. On or about February 10,2003, the Defendant entered into a contract via an Internet auction **website** with Thomas Mitchell ("Mitchell") of Washington, D.C. The Defendant represented to Mitchell that she would sell him a 37-inch **JVC** Television ("JVC TV") for One Hundred Dollars (\$100.00), which Mitchell paid via check.

5. On or about February 22,2003, Mitchell wired an additional One Hundred and Twenty Dollars to the Defendant, based upon the Defendant's misrepresentation that she incurred additional costs as a result of shipping the JVC TV to Mitchell.

6. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the JVC TV to Mitchell within a reasonable time.

7. The Defendant has yet to either provide a refund, or ship the JVC TV to Mitchell.

B. Allegations regarding Jason Dolbeck.

8. On or about March 2,2003, the Defendant entered into a contract via an Internet auction **website** with Jason Dolbeck ("**Dolbeck**") of Nipawin, Saskatchewan, Canada. The Defendant represented that she would sell him a Toshiba Satellite Notebook ("Toshiba Notebook") for One Thousand Three Hundred and Ninety-Five Dollars (\$1,395.00), which Dolbeck paid via two (2) money orders.

9. On or about March 2,2003, the Defendant sent Dolbeck an E-mail, wherein she represented that upon receipt of the money orders, she would "have [the Defendant's] mother send the notebook off Tuesday [March 4<sup>th</sup>]."

10. On or about March 4,2003, the Defendant E-mailed Dolbeck and represented that she was, "going to the post office today to send out the notebook."

11. On or about March 6,2003, the Defendant E-mailed Dolbeck and represented that the Toshiba Notebook "went out this morning."

12. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the Toshiba Notebook to Dolbeck within a reasonable time.

13. The Defendant has yet to either provide a refund, or ship the Toshiba Satellite Notebook to Dolbeck.

**C. Allegations regarding Michael Magee.**

14. On or about March 5,2003, the Defendant entered into a contract via an Internet auction website with Michael Magee ("Magee") of Houston, Texas. The Defendant represented to Magee that she would sell him a 36-inch Sony Flat Screen TV ("Sony TV") for Five Hundred and Forty-Three Dollars (\$543.00), which Magee paid via Western Union Wire Transfer.

15. On or about March 12,2003, the Defendant misrepresented to Magee that shipment of the Sony TV would cost an additional One Hundred Dollars (\$100.00), which Magee paid via wire transfer.

16. On or about March 22,2003, the Defendant misrepresented to **Magee** that the Sony TV had been shipped, when it had not.

17. On or about April 5,2003, the Defendant misrepresented that the Sony TV would be shipped to **Magee** that day, when it was not,

18. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the Sony TV to **Magee** within a reasonable time.

19. The Defendant has yet to either provide a refund, or ship the Sony TV to **Magee**.

D. Allegations regarding Agnieszka Szumna.

20. On or about March 22,2003, the Defendant entered into a contract via an Internet auction website with Agnieszka Szumna ("Szumna") of Columbia, Missouri. The Defendant represented to Szumna that she would sell her a Toshiba Satellite Notebook ("Toshiba Notebook") for Nine Hundred Dollars (\$900.00), which Szumna paid via cashier's check.

21. On or about March 25,2003, the Defendant represented to Szumna that she had received payment and would ship the Toshiba Notebook to Szumna immediately.

22. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the Toshiba Notebook to Szumna within a reasonable time.

23. The Defendant has yet to either provide a refund, or ship the Toshiba Notebook to Szumna.

**E. Allegations regarding Mark Hill.**

24. On or about March 28,2003, the Defendant entered into a contract via an Internet auction website with Mark Hill ("Hill") of Fayetteville, Arkansas. The Defendant represented that she would sell a 42-inch Daewoo Plasma TV ("Daewoo TV") to Hill for One Thousand and Six Hundred Dollars (\$1,600.00), which Hill paid via money orders.

25. On or about March 28,2003, Hill telephoned the Defendant and the Defendant represented that she would send the Daewoo TV to Hill upon receipt of the funds.

26. On or about April 1,2003, Hill E-mailed the Defendant and the Defendant represented that she would ship the Daewoo TV to Hill on Thursday (April 4,2003).

27. On or about April 9,2003, Hill telephoned the Defendant and the Defendant represented that she would ship the Daewoo TV to Hill on Wednesday (April 10,2003).

28. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would ship the Daewoo TV to Hill within a reasonable time.

29. The Defendant has yet to either provide a refund, or ship the Daewoo TV to Hill.

**COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

30. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 29 above.

31. The transactions referred to in paragraphs 4, 8, 14, 20, and 24 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

32. The Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

33. The Defendant's representations to consumers Mitchell, Dolbeck, Magee, Szumna, and Hill that she would sell electronics to consumers, when the Defendant knew or reasonably should have known that she would not deliver the electronics, as referenced in paragraphs 4, 8, 14, 20, and 24 constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

34. The Defendant's representation to consumers Mitchell and Magee that additional costs would be incurred in the shipment of their televisions, when the Defendant knew or reasonably should have known that she would not ship the items and thereby incur those costs, as referenced in paragraphs 5 and 15 constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

35. The Defendant's representations to consumers Mitchell, Dolbeck, Magee, Szumna, and Hill that the Defendant would deliver the electronics, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendant knew or reasonably should have known that she would not, as referenced in paragraphs 5, 6, 10, 11, 12, 16, 17, 18, 21, 22, 25, 26, 27, and 28 constitute violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

36. The Defendant's representations to Mitchell, Dolbeck, Magee, Szumna, and Hill that they would be able to ultimately purchase the items as advertised by the Defendant and referenced in paragraphs 4, 8, 14, 20, and 24, when the Defendant did not

intend to sell or deliver the items, constitutes violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

37. Plaintiff **realleges** and incorporates by reference the allegations contained in paragraphs 1-36 above.

38. The misrepresentations and deceptive acts set forth in paragraphs 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, and 28 were committed by the Defendant with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Mia Moore, also known as Theresa E. Coffey, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or should reasonably know it does not have;
- b. representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time. when the Defendant knows or reasonably should know that she can not;
- c. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by Defendant, when the Defendant knows or reasonably should know that she does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant, Mia Moore, also known as Theresa E. Coffey, for the following relief:

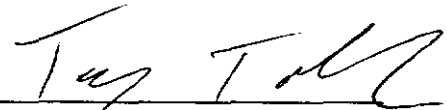
- a. cancellation of the Defendant's unlawful contracts with consumers, including but not limited to the person identified in paragraphs 4, 8, 14, 20, and 24 pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of Defendant's items via the Internet, including but not limited to, the persons identified in paragraphs 4, 8, 14, 20, and 24 in an amount to be determined at trial;
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count II of the Plaintiffs complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- e. on Count II of the Plaintiffs complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana: and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
Any. No. 4150-64

By:



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